

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

KANDUS DAKUS, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

KONINKLIJKE LUCHTVAART  
MAATSCHAPPIJ, N.V.,

Defendant.

Civil Action No. 1:22-cv-07962-RA

**DECLARATION OF ERIC CARON**

I, Eric Caron, herby declare pursuant to 28 U.S.C. § 1746:

1. I am over the age of twenty-one and competent to make this declaration.
2. I am Senior Vice President North America for Koninklijke Luchtvaart Maatschappij, N.V. (“KLM”) and have been in this role since August 2021.
3. The facts set forth below are based on my personal knowledge or my review of information maintained by KLM in the regular course of its business or publicly available. If called as a witness, I could and would competently testify to the matters set forth in this declaration.
4. I have reviewed the First Amended Complaint filed on December 14, 2022 by plaintiff Kandus Dakus (the “FAC”) and, in particular, her allegation that she “flew KLM from George Bush International Airport in Houston to Europe in the summer of 2022.” (FAC ¶ 53.)
5. KLM’s records reflect that Ms. Dakus did not purchase her ticket. Instead, KLM’s records indicate that, on June 15, 2022, American Council for INTL Studies TVL (“ACIS”)—a third-party travel agency—booked a flight with KLM on Ms. Dakus’ behalf, which was to depart on July 6, 2022.

6. KLM's records indicate that ACIS paid KLM \$1,405.57 for Ms. Dakus' flight.

7. KLM recognizes that flying has an environmental impact, but air travel is also essential in today's world—to connect families, conduct business, or take vacations. KLM aspires to take a leading role in creating a more sustainable future for aviation. KLM recognizes, however, that it cannot stop climate change alone. KLM offers passengers options to help reduce the environmental impact of their flight if they chose to do so.

8. Specifically, KLM gives passengers, when booking their flight, the option to contribute to compensate for expected CO<sub>2</sub> emissions attributable to their presence on the flight by contributing to reforestation projects and/or investing in Sustainable Aircraft Fuel (the "CO<sub>2</sub> Impact Programme").

9. The FAC refers to the CO<sub>2</sub> Impact Programme as the "CO<sub>2</sub>ZERO" program. (*See, e.g.*, FAC ¶¶ 20, 24.) The FAC also refers to contributions to the CO<sub>2</sub> Impact Programme as "purchasing offsets" or "purchasing carbon credits." (*See id.* ¶¶ 22-29.)

10. KLM's records reflect that ACIS did not purchase any offsets or carbon credits on Ms. Dakus' behalf.

11. KLM's records similarly reflect that ACIS did not purchase any Sustainable Aircraft Fuel on Ms. Dakus' behalf.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 23, 2023 at  
New York, New York



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Eric Caron